

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Metro Orlando EDC Agreement

**DEPARTMENT:** Economic Development

**DIVISION:** Operations

**AUTHORIZED BY:** William McDermott

**CONTACT:** Shani Beach

**EXT:** 7135

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the First Amendment to the Economic Development Commission of Mid-Florida, Inc. Master Agreement to reflect the reduction in funding from \$1.00 per capita to \$0.90 per capita. The remaining payment terms are unchanged.

County-wide

Bill McDermott

**BACKGROUND:**

Seminole County entered into a Master Agreement for economic development services with the Economic Development Commission of Mid-Florida, Inc. on August 26, 2005. Due to budgetary changes in the FY07/08 and FY08/09 budgets, it is necessary to amend the master agreement to reflect the reduction in funding from \$1.00 per capita to \$0.90 per capita. The remaining payment terms are unchanged.

**STAFF RECOMMENDATION:**

Staff recommends approval of the amended agreement.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

- ☒ County Attorney Review ( Ann Colby )
- ☒ Budget Review ( Lisa Spriggs, Ryan Switzer )

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT COMMISSION OF  
MID-FLORIDA, INC. MASTER AGREEMENT  
FISCAL YEAR 2005/2009**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on August 26, 2005, between the **ECONOMIC DEVELOPMENT COMMISSION OF MID-FLORIDA, INC.**, whose address is 301 East Pine Street, Suite 900, Orlando, Florida 32801, hereinafter referred to as "COMMISSION," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "AGENCY".

**W I T N E S S E T H:**

**WHEREAS**, COMMISSION and AGENCY entered into the above-referenced Agreement on August 26, 2005, for economic development services; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Article VIII of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

A. ARTICLE II of the Agreement is amended to read:

**ARTICLE II.**

**PAYMENTS**

1. For the first two years of this Agreement, the AGENCY shall pay to COMMISSION a sum equal to \$1.00 per capita. For the third and fourth years of this Agreement, AGENCY shall pay to the COMMISSION a

sum equal to \$0.90 per capita. Annual sums (the "Annual Fee") shall be based on the population estimate as established by the University of Florida Bureau of Business and Economic Research annually on October 1. The Annual Fee will be payable by the AGENCY to COMMISSION in four (4) equal quarterly installments. AGENCY shall make the first quarterly payment within fifteen (15) business days of the execution of this Agreement and receipt of COMMISSION's quarterly invoice, and said invoices shall be submitted contemporaneously with or subsequent to the submission of quarterly activity reports as described in Article VI, Section 3. of this Agreement. The Annual Fee may be changed during the term of this Agreement, but any change must be by mutual consent of the parties as expressed in writing.

2. COMMISSION is liable for an accepts responsibility for repayment of any funds disbursed under the terms of this Agreement which may be deemed disbursed in error or for failure to follow applicable contractual requirements.

B. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

ECONOMIC DEVELOPMENT COMMISSION  
OF MID-FLORIDA, INC.

\_\_\_\_\_  
JOSHUA HIGH, Secretary

By: \_\_\_\_\_  
RAYMOND GILLEY, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

**(County Signature Page Follows)**



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AEC:jjr

10/16/2007

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